

MORTGAGE

68215 (No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

BOOK 120

**This Indenture,** Made this 6th day of December  
A. D. 1959, between James Bruce Smith and Eunice Alvera Smith, husband and wife,

of Eldora, in the County of Douglas and State of KANSAS  
of the first part, and Morrison-Murray Homes Inc., DeSoto, Kansas.

of the second part.

Witnesseth; That the said parties of the first part, in consideration of the sum of Thirty One Hundred Sixty & No/100 DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do  
grant, bargain, sell and Mortgage to the said part ies of the second part their heirs and assigns forever,  
all that tract or parcel of land situated in the County of Douglas and State of  
Kansas, described as follows, to-wit:

Lots Nine (9) and Ten (10), in Block Sixty-one (61), in the City of  
Eldora, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.  
And the said first parties

do hereby covenant and agree that at the delivery hereof that they are the lawful owner of  
the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all  
incumbrances

This grant is intended as a mortgage to secure the payment of Thirty One Hundred Sixty & No/100  
Dollars, according to the terms of a certain note this day executed and delivered by the  
said first parties to the  
said part ies of the second part

and this conveyance shall be void if such payments be made  
as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or  
if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become  
due and payable, and it shall be lawful for the said part ies of the second part their executors, administrato-  
rs and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pro-  
scribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest,  
together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part  
making such sale, on demand to said first parties

their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their  
hands and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

James Bruce Smith (SEAL)  
(James Bruce Smith)  
Eunice Alvera Smith (SEAL)  
(Eunice Alvera Smith)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 6th day of December A. D. 1959  
before me, the undersigned a Notary Public  
in and for said County and State, came James Bruce Smith and  
Eunice Alvera Smith, husband and wife,  
to me personally known to be the same person s who executed the foregoing instrument  
of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal  
on the day and year last above written.

My Commission expires November 14, 1961

Arthur Gabriel Notary Public  
(Arthur Gabriel)



This release  
was written  
on the original  
mortgage.

Recorded  
this 12th day  
of October  
1959

Recorded on January 8, 1959 at 1:00 P.M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien  
thereby created discharged. As Witness my hand this 8 day of October 1959.

(Corp. Seal)

ATTEST: Byrne P. Reynolds Assistant Secretary

Morrison-Murray Homes, Inc  
By Milton I. Morrison President

Register of Deeds